**Nomination Participation Agreement**

This Participation Agreement is made on the day of 20

between

National Grid Interconnectors Limited a company registered in England and Wales with company number 3385525 whose registered office is at 1-3 Strand, London, WC2N 5EH, United Kingdom **(“NGIC”);**

RTE Réseau de Transport d’Electricité a French société anonyme whose registered office is at 7C, Place du Dôme 92073 PARIS LA DEFENSE CEDEX, France and with Commercial Register in Nanterre number 444619258 **(“RTE”).**

NGIC and RTE

(being the joint owners and operators of the Interconnexion France-Angleterre (“**IFA**”)

and/or

National Grid IFA2 Limited a company registered in England and Wales with company number 9129992 whose registered office is at 1-3 Strand, London, WC2N 5EH, United Kingdom **(“NGIFA2”);**

RTE Réseau de Transport d’Electricité a French société anonyme whose registered office is at 7C, Place du Dôme 92073 PARIS LA DEFENSE CEDEX, France and with Commercial Register in Nanterre number 444619258 **(“RTE”).**

NGIFA2 and RTE

(being the joint owners and operators of the Interconnexion France-Angleterre 2 (“**IFA2**”)

NGIC, NGIFA2 & RTE shall be collectively herein after referred to as the Nomination Platform Operators

and

[**INSERT LEGAL ENTITY DETAILS OF THE REGISTERED PARTICIPANT**]

Hereinafter referred to as the “**Registered Participant**”

Each of the Registered Participant and the Nomination Platform Operators shall be referred to individually as a “**Party**” or together as the “**Parties**”.

The Parties agree as follows:

Article 1 – Declarations of the applicant

1. With effect on the date of execution of this Nomination Participation Agreement including the duly completed relevant attachments, the Registered Participant declares that it has full and complete knowledge of the:
   1. Long Term Nomination Rules; and
   2. Day Ahead and Intraday Nomination Rules; and
   3. Information System Rules
2. The Registered Participant unconditionally accepts and agrees to adhere to the rules specified in Article 1(1) as a whole including any future amendments to such rules.
3. The Registered Participant warrants to each of the Nomination Platform Operators that:
   1. The information set out in the attachments to this Nomination Participation Agreement is true, accurate and complete in all material respects;
   2. Where a Registered Participant is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
   3. It has full power and authority to enter into and perform this Nomination Participation Agreement and all necessary action has been taken by it to authorise entry into and performance of this Nomination Participation Agreement.
   4. The Registered Participant is not insolvent and that it has no knowledge of any possible insolvency proceedings that may be brought against it in the immediate future.
   5. The Registered Participant has notified the relevant Nomination Platform Operators of the identity, contact and account details of the balance responsible party (“**BRP**”) for the purposes described in Article 3.2.[[1]](#footnote-1)
4. If any of the above ceases to be true with regard to the Registered Participant at any time prior to termination of this Nomination Participation Agreement, the Registered Participant shall inform the Nomination Platform Operators of the change in circumstances. In such an event, the Nomination Platform Operators can terminate this Nomination Participation Agreement forthwith on written notice to the Registered Participant.

Article 2 – Entry into force and term

1. This Nomination Participation Agreement enters into force on the date of this Agreement and is conditional on the Registered Participant having provided evidence satisfactory to the Nomination Platform Operators of:
   1. Its accession to the Use of System Interconnector Agreement with National Grid Electricity System Operator Limited (NGESO) and the Framework Agreement established under the Connection and Use of System Code (CUSC);
   2. Its accession to the Framework Agreement as defined in the Balancing and Settlement Code (BSC); and
   3. Its signing of an “*Accord de Participation”* with RTE.
2. Each Party undertakes to the other Parties to comply with and to perform its obligations in accordance with and subject to the Long Term Nomination Rules, the Day Ahead and Intraday Nomination Rules and the Information System Rules.
3. This Nomination Participation Agreement is valid for an indefinite period of time and can be suspended or terminated by the relevant Nomination Platform Operators for the relevant Interconnector:
   1. in accordance with Article 1(4) of this Nomination Participation Agreement;
   2. in the event of the Registered Participant’s breach of the Long Term Nomination Rules and/or the Day Ahead and Intraday Nomination Rules; or
   3. in the event of a lapse of a valid Production and Consumption Interconnector BM Units registered to the Registered Participant under the Balancing and Settlement Code.
   4. In the event of a lapse of a valid “*Responsable d’équilibre*” registered to the Registered Participant under the *“Règles relatives à la Programmation, au Mécanisme d'Ajustement et au dispositif de Responsable d'équilibre section 2”*

Article 3 – Framework Contract

1. The Nomination Participation Agreement creates a framework contract between the Nomination Platform Operators and the Registered Participant for nomination of PTRs pursuant to the Long Term Nomination Rules and/or the Day Ahead and Intraday Nomination Rules, which constitute an integral part of this framework contract and therefore are the contractual basis for the nomination of PTRs.
2. The exercise by the Registered Participant of any right to Nominate Transmission Rights allocated pursuant to the relevant Access Rules shall be entirely conditional on the Registered Participant providing evidence satisfactory to the relevant Nomination Platform Operators of its entry into an agreement with a BRP in respect of nominations.
3. The Registered Participant hereby acknowledges and agrees that, in circumstances where it contracts with a third party BRP for nominations as described in paragraph 2. above, it will remain liable to the relevant Nomination Platform Operators under the relevant Access Rules in respect of any failure to submit accurate nominations.

Article 4 – General

1. This Nomination Participation Agreement shall be governed by and construed in accordance with English law.
2. If any provision of this Nomination Participation Agreement is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of any competent authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Nomination Participation Agreement which shall continue in full force and effect. In such circumstances, a valid replacement clause will be agreed by the parties.
3. All communications will be in English and will be made through a variety of channels including via post, email, telephone and Nomination Platform Operator’s website.
4. Capitalised terms used in this Nomination Participation Agreement shall have the meaning defined either in the relevant Access Rules, the Long Term Nomination Rules, the Day Ahead and Intraday Nomination Rules or the Information System Rules (as the case may be) unless otherwise specified.
5. This Nomination Participation Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Signed by the Parties as an Agreement

**The Nomination Platform Operator for IFA The Registered Participant**

|  |  |
| --- | --- |
| Name:  Position:  Entity: National Grid Interconnectors Limited  Date:  Location:  Signature: | Name:  Position:  Date:  Location:  Signature: |
| Name:  Position:  Entity: RTE  Date:  Location:  Signature: |

**The Nomination Platform Operator for IFA2 The Registered Participant**

|  |  |
| --- | --- |
| Name:  Position:  Entity: National Grid IFA 2 Limited  Date:  Location:  Signature: | Name:  Position:  Date:  Location:  Signature: |
| Name:  Position:  Entity: RTE  Date:  Location:  Signature: |

**Annex 1**

**Information System Rules**

*Rule 1*

**General Provisions for IS Rules**

1. Each Registered Participant must establish and maintain, at its own cost, its own Registered Participant Systems. The Nomination Platform Operators shall have no liability in the event that the Registered Participant’s System fails, for any reason, to communicate with the Nomination Platform.
2. Detailed Information System Rules shall be available on the website of the Nomination Platform.

*Rule 2*

**Interfaces with the Regional Nomination Platform**

1. The Nomination Platform Operators will give Registered Participants the information (including updates as applicable) reasonably necessary to enable Registered Participant Systems to interface with the Nomination Platform.
2. Each Registered Participant must demonstrate to the reasonable satisfaction of the Nomination Platform Operators its ability to exchange information with the Nomination Platform before being eligible to participate in the Nominations process.
3. In this context, the Nomination Platform Operators shall use their reasonable endeavours to give the Registered Participant access to a test environment for the Nomination Platform to test its interfaces.

*Rule 3*

**Security and confidentiality of communications**

1. The Nomination Platform Operators may from time to time, where reasonably necessary for the purpose of protecting the security of communications under these Rules, establish communication protocols and standards with which Registered Participants must comply.
2. Registered Participants accept that data sent to the Nomination Platform is binding, and that Registered Participants are fully responsible for those individuals who have access to the Nomination Platform on behalf of the Registered Participants.

**Attachment 1**

**Submission of Information**

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| --- | --- |
| **Required information** | **Information submitted by market participant** |
| (a) Name and registered address of the Registered Participant. | Company Name:  Address: |
| (b) General contact details of the Registered Participant for the purposes of contractual notices in accordance with the *Notices* clause in the relevant Access Rules. | Email:  Telephone |
| (c) If the Registered Participant is a legal person, an extract of the registration of the Registered Participant in the commercial register of the competent authority. | Attached:  Company number:  Country of incorporation: |
| (d)(i) IFA  Contact details and names of persons authorised to represent the Registered Participant and their function. | Name:  Function:  Email:  Telephone: |
| (d)(ii) IFA2  Contact details and names of persons authorised to represent the Registered Participant and their function. | Name:  Function:  Email:  Telephone: |
| (e)(i) IFA  Commercial contact – responsible for registration process and day-to-day matters. | Name:  Email:  Telephone: |
| (e)(ii) IFA2  Commercial contact – responsible for registration process and day-to-day matters. | Name:  Email:  Telephone: |
| (f)(i) IFA  Operational main contact – lead contact for operational matters and authorisations for access to nomination platform. | Name:  Email:  Telephone: |
| (f)(ii) IFA2  Operational main contact – lead contact for operational matters and authorisations for access to nomination platform. | Name:  Email:  Telephone: |
| (g)(i) IFA  Production and Consumption Interconnector BM Units registered to the Registered Participant under the Balancing and Settlement Code. | ID numbers  Production: IFG  Consumption: IFD  Date acquired:  Effective date: |
| (g)(ii) IFA2  Production and Consumption Interconnector BM Units registered to the Registered Participant under the Balancing and Settlement Code. | ID numbers  Production: IFG  Consumption: IFD  Date acquired:  Effective date: |
| (h) Accession to a Use of System Interconnector Agreement with NGESO and signature of the Framework Agreement established under the CUSC. | Current status:  Signed or Pending [delete as appropriate] |
| (i) Accession to the Framework Agreement as defined in the Balancing and Settlement Code. | Current status:  Signed or Pending [delete as appropriate] |
| (j)Sign the “Accord de Participation” with RTE | Current status:  Signed or Pending [delete as appropriate] |
|  |  |

**Attachment 2**

**Nomination Platform Operator Contact Details**

Mail, courier and personal messages must be delivered to the Nomination Platform at the following address:

IFA Customer Portfolio Team

National Grid Interconnectors

35 Homer Road, Solihull

West Midlands, B91 3QJ

1. To be included where a third party BRP is appointed to nominate on behalf of the Registered Participant in accordance with Article 3.2. [↑](#footnote-ref-1)